

ECO FALCON Camera-based Parking Guidance Product Warranty

GENERAL

ECO Parking Technologies (ECO) reserves the right to change specifications of any item without notice or incurring liability with respect to any previous sales. Specific quotations are valid for a period of 30 days from date of submittal, unless otherwise noted in the quotation.

PRODUCT WARRANTY

ECO products are designed and manufactured to a standard of quality which is guaranteed, and equals or exceeds accepted Industry standards. ECO warrants to the original purchaser of its camera-based sensor, software and Wi-Fi communication system; including related electronic components, processors, indicators, controls, signage, etc., that they will be free from defective material and workmanship, under normal installation and operating conditions, for a period of one (1) year from the date of installation (including partial) or Substantial Completion, whichever occurs first. Regardless of the above timing this warranty portion will begin no later than ninety (90) days from the date of the System purchase. If ECO's LED luminaire is an integrated component of the FALCON system, ECO warrants to the original purchaser that its LED luminaire will be free from defective material and workmanship, under normal installation and operating conditions, for a period of five (5) years from the date of installation (including partial) or Substantial Completion, whichever occurs first. Regardless of the above timing this warranty portion will begin no later than ninety (90) days from the date of the System purchase.

ECO further warrants that the FALCON System will have a ninety-nine percent (99%) parking space status accuracy for passenger vehicles, under normal operating and climatic conditions, reliant upon proper System installation and on-going Purchaser's maintenance.

The System must be fully registered at the time of installation in order for the warranty to be in force. Registration cannot be post-dated or submitted retroactively. The date of production will serve as warranty date if the date of installation is not provided, subject to Terms and Conditions below.

If an ECO System fails under normal operating conditions during the warranty period, ECO will correct the failure of the product to conform to specifications. If an ECO System component is not repairable, a replacement product will be provided to the Purchaser. ECO's responsibility and obligation, in the event of defective material, shall be limited to the repair or replacement, as determined by ECO at its sole discretion. ECO reserves the right to provide warranty replacements with a suitable substitute sensor or fixture model, or individual internal

components that do not adversely affect the soundness, quality or performance of the product and its intended use. ECO will not be responsible for any damages, losses, expenses or costs that may be incurred, sustained or claimed by the original purchaser or others.

TERMS AND CONDITIONS

ECO products must be installed and operated in accordance with all installation/operation instructions, and generally accepted Industry operating standards and practices. This warranty will not apply in the event that the Product or System are subjected to abnormal use, stress or operations including, but not limited to, operating temperatures in excess of maximum rating, under/over voltage conditions, moisture or liquids, exposed to weather; installed in conjunction with electrical systems/components which are not to Code or compliance, in disrepair, installed with circuit power ON; any modification of the Product or System, or other out-of-conformance conditions. Furthermore, this warranty does not cover situations where damage, deterioration, or malfunctions resulting from fire, flood, earthquakes, elements of nature, acts of God, strikes, riots, accident, collision, vandalism, misuse, neglect, alteration, modification, electrical surges, power failures, failure of third party communication providers or facilitators, use of non-ECO approved parts, or any other causes beyond the reasonable control of ECO Parking Technologies.

ECO is NOT responsible for death, dismemberment, or injury of any kind that may occur to others while installing, working on, operating, in the vicinity of, or otherwise related to ECO Products.

This warranty is not transferrable without the written consent of ECO.

LABELS

ECO products are tested by a Nationally Recognized Testing Laboratory (NRTL) and are either UL or ETL certified, unless specifically designated to the contrary.

SHIPMENTS

ECO reserves the right to use its own discretion in routing all shipments. Shipments will be made in the manner requested by the Purchaser, when possible, if the Purchaser will assume any additional transportation costs and liability.

AIR SHIPMENTS

Air shipments will be sent at Purchaser's request. Such will be sent via Purchaser's preferred carrier and billed to customer's carrier billing account number.

TRANSPORTATION CLAIMS

All Products and goods are delivered to the transportation company in perfect condition and properly packed. All items are shipped at Purchaser's risk, and claims must be taken up with the transportation company. ECO's responsibility for safe delivery ceases when the Product and goods have been received in good condition by the transportation company.

VOLTAGES AND CYCLES

All Product are furnished for operation on 100-277V, 60 Hz cycle, alternating current, unless otherwise indicated.

CANCELLATIONS

Orders are not cancelable except upon payment for work performed and inventory, materials and mobilization cost allocated.

CATALOG ERRORS

Although utmost care is exercised in preparation of price sheets and catalog data, ECO disclaims any responsibility for catalog and/or pricing sheet errors.

RETURNED OF DEFECTIVE PRODUCT

ECO will not accept any returned Product or material unless a "Returned Goods Authorization" (RGA) has been issued, in writing, from ECO Parking Technologies. Purchaser must notify ECO of the warranty potential, providing original bill of sale and warranty registration information at the time of requesting the RGA. Upon receipt of the RGA from ECO the Purchaser will immediately return the defective product to ECO, along with the RGA paperwork. ECO will then process the warranty claim and take appropriate steps, depending upon their cause & effect determination. Defective product returned after thirty (30) days of the RGA's initiation date will not be accepted, nor will credit be issued. All replacement and repaired product are warranted for the remainder of the original warranty period only.

RETURNED GOODS

ECO will not accept any returned Product or material unless a "Returned Goods Authorization" has been issued, in writing, from ECO Parking Technologies. A minimum service charge of 20%, plus any freight charges incurred will be deducted from all returned goods allowances, to cover the cost of handling and testing. If reconditioning is necessary, any such charges will also be deducted. All special, custom or modified fixtures, including custom color, are not returnable. Authorization will not be granted when value of all items to be returned is less than \$100. Return from any one job will be limited to not more

than 10% of the total job value. In such situations credit will be issued for future purchase only.

Requests to return material must be made within the first 30 days of shipment. **ECO cannot allow credit for returned goods after the expiration of this initial 30 day period.**

TAXES

The amount of any present or future taxes or Fees (Federal, State, Local or other) which the manufacturer now or hereafter may be liable for or required to pay, either on its own behalf or on behalf of the Purchaser or otherwise, with respect to the material or product covered hereby, shall be added to the prices contained herein and paid by the purchaser in the same manner and with the same effects as if originally added hereto.

LIMITATION OF REMEDIES

At no such time shall ECO be liable for any special, incidental, or consequential damages based upon breach of warranty, negligence, strict tort or any other legal theories. Damages that ECO will not be responsible for include, but not limited to loss of revenue or profits; loss of facilities or services; downtime; claims of third parties, including customers; and/or injury to person or property.